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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("AGREEMENT") made as of January 3, 1996, by and between AMERICAN FINANCE GROUP, a Massachusetts general partnership having a principal place of business at 98 North Washington Street, Boston, Massachusetts, 02114 ("Assignee"), and Railroad Technology Corporation, a California corporation having a principal place of business at 447 Battery Street, San Francisco, California, 94111 ("Assignor").

Background:

Assignor, as lessor, has entered into eight (8) Acceptance Certificates dated November 9, 1995, November 10, 1995, November 14, 1995, November 17, 1995, November 21, 1995, November 30, 1995, December 18, 1995 and December 20, 1995 respectively, to the Railcar Lease Agreement (the "Lease") dated as of April 25, 1995 (such Acceptance Certificates and the Lease solely as incorporated therein by reference hereinafter referred to as the "Lease") with Consolidated Rail Corporation, as lessee ("Lessee"), with respect to the leasing by Lessee of twenty (20) Units as defined in the Lease (the "Equipment"). Terms not defined herein shall have the definitions contained in the Lease. PMN

Assignor now wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in, to and under the Lease with respect to the leasing by Lessee of the Equipment, all on the terms and conditions hereinafter set forth.

Agreement:

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. ASSIGNMENT OF LEASE

Assignor hereby assigns, transfers and sets over unto Assignee all of its right, title, interest and obligations in, to and under the Lease between Assignor, as lessor, and Lessee with respect to the leasing by Lessee of the Equipment. Subject to Assignor's fulfillment of its obligations hereunder, Assignee hereby assumes all Assignor's right, title and interest in and to the Lease with respect to the leasing by Lessee of the Equipment. Upon the assumption of the Lease by Assignee and upon the execution by Assignor and Assignee of the documentation substantially in the form attached hereto or otherwise required hereunder (the "Closing"), and upon the date thereof, (the "Closing Date"), Assignee will pay to Assignor the Purchase Price as defined below.

2. PURCHASE PRICE

The Purchase Price shall be payable to Assignor from Assignee on the Closing Date. The Purchase Price shall be \$ per Unit. Such Purchase Price shall be payable in immediately available funds in the manner set forth by Assignor pursuant to a disbursement letter of even date herewith substantially in the form attached hereto as Schedule 1. All taxes in any way arising out of the transactions contemplated in this Agreement, including without limitation

transfer taxes arising out of the assignment of the Lease, shall be solely for the account of Assignor.

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4. CONSENT OF LESSEE

As a condition precedent to Closing hereunder, Assignor agrees to deliver to Assignee on the Closing Date a Notice and Acknowledgement of Assignment of the Lease, executed by Lessee, substantially in the form attached hereto as Schedule 2.

5. ADDITIONAL CONDITIONS PRECEDENT

A. Assignor shall have delivered to Assignee one manually signed certified copy of the Lease marked "Original" (together with all schedules and attachments thereto, all as may have been amended from time to time up to and including the Closing Date) in substantially the form that has been presented to Assignee;

B. Assignor shall have delivered to Assignee documentation reasonably supporting the validity and enforceability of Lessee's obligations under the Lease, which may include, without limitation a secretary or assistant secretary's certificate regarding incumbency and authorizing resolutions and an opinion of counsel;

C. Assignor shall have delivered to Assignee documentation reasonably supporting the validity and enforceability of Assignor's obligations under this Agreement, which may include, without limitation a secretary or assistant secretary's certificate regarding incumbency and authorizing resolutions and an opinion of counsel;

D. Assignor shall have delivered appropriate "Lessee/Lessor" UCC-1 financing statements from Lessee or terminations or assignments, as requested, with respect thereto, and any ICC recordations to be filed pursuant to Section 22 of the Lease;

E. Lessee shall not, between the date hereof and the Closing Date, have (i) ceased doing business as a going concern, or suffered a material adverse

change in its financial or operating condition in the reasonable opinion of Assignee; (ii) made an assignment for the benefit of creditors, admitted in writing its inability to pay its debts as they mature or generally failed to pay its debts as they become due; (iii) initiated any voluntary bankruptcy or insolvency proceeding; (iv) failed to obtain the discharge of any bankruptcy or insolvency proceeding initiated against it by others within 60 days of the date such proceedings were initiated; or (v) requested or consented to the appointment of a trustee or receiver with respect to itself or for a substantial part of Lessee's property; and

F. Assignor shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

6. REPRESENTATIONS AND WARRANTIES.

(A) Representations and Warranties of Assignor:

Assignor, in order to induce Assignee to enter into this Agreement, hereby represents and warrants to Assignee that:

(1) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the state of California with adequate power to enter into each of this Agreement, the Lease and each instrument, document or agreement attached or otherwise related hereto (the "Transfer Documents") to which it is a party and is duly qualified to do business in every jurisdiction in which its failure to so qualify would have a material adverse effect upon the business or property of Assignor.

(2) The Transfer Documents have been duly authorized, executed and delivered by Assignor, and assuming their due authorization, execution and delivery by each of the other parties thereto, constitute valid, legal and binding agreements, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights.

(3) The entering into and performance by Assignor of the Transfer Documents does not violate any judgment, order, law or regulation applicable to Assignor or any provision of Assignor's Articles of Incorporation or By-Laws or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Assignor is a party. No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Assignor under the Transfer Documents.

(4) Assignor is not in default under any indenture, mortgage, loan agreement or other instrument, in each case of a material nature, to which the Assignor is a party, nor is Assignor in violation of any law, order, injunction, decree, rule or regulation applicable to Assignor of any court or administrative body, which default or violation materially and adversely affects the business, property or assets, operations or condition, financial or otherwise, of Assignor. No Event of Default, as defined in the Lease (or an event which, with the passage of time or the giving of notice, or both, would constitute an Event of Default) would occur upon the execution and delivery of the Transfer Documents.

(5) There is no litigation, proceedings or investigation pending or, to the knowledge of Assignor, threatened against or involving Assignor or its assets or properties that, individually or in the aggregate, if adversely determined, would restrain, enjoin or materially frustrate the consummation by Assignor of the transactions contemplated herein, the performance of the obligations contained herein or the enjoyment of the benefits contained herein. There are no outstanding judgements, decrees, orders of any courts or any governmental authority against Assignor or affecting Assignor's ability to assign its rights as lessor under the Lease.

(6) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Assignor of the Transfer Documents.

(7) The Railcar Lease Agreement, Acceptance Certificates and this Agreement delivered to Assignee in connection herewith are true, correct and complete as of the date hereof and such documents delivered to Assignee contain the entire agreement made between Assignor and Lessee in connection with the lease of the Equipment. Assignor has not made any assignment of the Lease.

(8) (i) the Lease was executed by officers of the Lessee who had authority to execute the same, (ii) the Lease is valid and binding and enforceable in accordance with its terms, (iii) the Lessee has accepted the Equipment for lease and is thereby bound by the terms and conditions of the Lease, (iv) the rents payable under the Lease are not subject to any defenses, set-offs or counterclaims; (v) no Event of Default has occurred and is continuing under the Lease; and (vi) the Equipment is not subject to any remarketing or residual value sharing agreement.

(9) Of the only duplicate originals of the Lease, one has been delivered to the Lessee, two to the Assignor and any others thereof will be delivered to the Assignee herewith.

(10) Assignor has taken or will take no action which may have adverse tax consequences to Assignee.

(11) So long as no breach or event of default, or event which, with the giving of notice or the passage of time or both, would constitute an event of default, has occurred and is continuing under the Lease, Assignor shall warrant Lessee's right of quiet use and possession of the Equipment thereunder against all persons claiming by or through Assignor.

(12) Beginning with and including the rental payment due on the first day of the month following the acceptance of the last Unit under the Lease there are 60 rental payments of \$1,216.67 per unit due Assignee from Lessee. There has been no prepayment of any rents not yet due and payable.

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(B) Representations and Warranties of Assignee:

(1) Assignee is a general partnership duly organized and validly existing under the laws of the Commonwealth of Massachusetts, with adequate power to enter into the Transfer Documents to which it is a party and is duly qualified to do business in every jurisdiction in which its failure to so qualify would have a material adverse effect upon the business or property of Assignee.

(2) The Transfer Documents executed by Assignee have been duly authorized, executed and delivered by Assignee and, assuring their due

authorization, execution and delivery by each of the other parties thereto, constitutes a valid, legal and binding agreement, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights.

(3) The entering into and performance by Assignee of the Transfer Documents executed by Assignee does not violate any judgment, order, law or regulation applicable to Assignee or any provision of Assignee's Second Amended and Restated Partnership Agreement, as amended or result in any breach of, or constitute a default under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Assignee is a party.

(4) There is no litigation, proceedings or investigation pending or, to the knowledge of Assignee, threatened against or involving Assignee or its assets or properties that, individually or in the aggregate, if adversely determined, would restrain, enjoin or materially frustrate the consummation by Assignee of the transactions contemplated herein, the performance of the obligations contained herein or the enjoyment of the benefits contained herein. There are no outstanding judgments, decrees, orders of any courts or any governmental authority against Assignee or affecting Assignee's ability to acquire the Equipment.

(5) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Assignee of the Transfer Documents.

(6) So long as there is no event of default under the Lease, Assignee shall not disturb the peaceful and quiet use and enjoyment of the Equipment by Lessee.

7. INDEMNITY

Assignee hereby agrees to indemnify, defend and hold Assignor, its officers, directors, shareholders, partners, employees, agents, trustees, beneficial owners, executive committee members, successors and assigns (collectively, the "Indemnitees") harmless from and against any and all claims, losses, damages or liabilities suffered or incurred by Assignor resulting or arising from the breach, violation or untruth of any of the terms, conditions, representations or warranties binding upon or made by Assignee contained in this Agreement or any instrument, document or agreement attached hereto or otherwise related hereto to which Assignee is a party, except any such claims, losses, damages or liabilities resulting from Assignor's negligence or misconduct. Assignor hereby agrees to indemnify, defend and hold Assignee and its Indemnitees harmless from and against any and all claims, losses, damages or liabilities suffered or incurred by Assignee resulting or arising from the breach, violation or untruth of any of the terms, conditions, representations or warranties binding upon or made by Assignor contained in this Agreement or any instrument, document or agreement attached hereto or otherwise related hereto to which Assignor is a party, except any such claims, losses, damages or liabilities resulting from Assignee's negligence or misconduct.

8. SATISFACTION OF CONDITIONS.

Each party agrees that payment of the Purchase Price pursuant to Section 1 hereof shall constitute, without further action by either party, conclusive

evidence, as between Assignor and Assignee that the conditions set forth in Sections 3 and 4 hereof have been complied with in a manner satisfactory to each party or waived by such party, as applicable.

9. MISCELLANEOUS.

A. This Agreement, together with Schedules 1 and 2 constitute the entire agreement between Assignor and Assignee with respect to the proposed assumption and assignment of the Lease.

B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

C. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, including all matters of construction, validity, performance and enforcement.

D. The titles appearing in this Agreement and in any other documents relating to this transaction are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections or articles nor in any way affect this agreement or any other documents relating to this transaction.

E. The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other action as may be reasonably required effectively to carry out the transactions contemplated herein.

F. The parties hereto covenant and agree to promptly remit to the other party payments incorrectly received by such party after the Closing Date.

G. This Agreement may be amended or rescinded only by written instrument signed by all the parties hereto.

H. This Agreement may not be assigned by either party except with the written consent of the other party.

I. Notwithstanding any other conditions contained herein, it is hereby agreed that the representations, warranties, indemnities and assurances of each party hereto shall survive the expiration or termination of this Agreement and inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

J. All notices and communications delivered hereunder or with respect hereto shall be in writing and shall be forwarded by certified mail, return receipt requested, postage prepaid, or personally delivered, and addressed to Assignor and Assignee at the addresses set forth below or to such other address as shall be provided to the parties:

American Finance Group
98 North Washington Street
Boston, Massachusetts 02114
Attention: Lease Operations

Railroad Technology Corporation (SELLER)
447 Battery Street
San Francisco, CA 94111

Attn: Executive Vice President

K. Whether or not the transaction contemplated hereby is consummated, each of the Assignor and Assignee shall bear and be responsible for its own costs and expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, and any documents delivered pursuant or related hereto, and shall not have any right of reimbursement or indemnity for such costs and expenses as against each other.

L. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatures appearing below have been and are on the date of this Agreement, and will be on the Closing Date, duly authorized by all necessary and appropriate action to execute this Agreement.

ASSIGNOR:

RAILROAD TECHNOLOGY CORPORATION

By: *Robert M. New*Title: *Exec. Vice Pres.*

ASSIGNEE:

AMERICAN FINANCE GROUP

By: *James H. ...*Title: *Vice President*

STATE OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss:

On this 2nd day of January 1996, before me personally appeared Susan S. Franklin, to me personally known, who, being by me duly sworn, did say that she is the Vice President of American Finance Group, a Massachusetts General Partnership, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(seal)

Signature of Notary Public

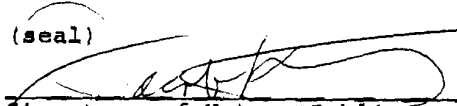
My Commission Expires: _____

JOHN W. PAINE
NOTARY PUBLIC-COMM. OF MA
MY COMMISSION EXPIRES
NOVEMBER 28, 1997

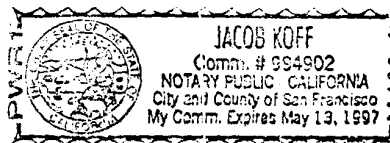
STATE OF CALIFORNIA)
)ss:
COUNTY OF SAN FRANCISCO)

On this 19th day of December, 1995, before me personally appeared Robert Matthew Ness, known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument, who being by me duly sworn, did say that he is the Executive Vice President of Railroad Technology Corporation, that said instrument was signed on such dated on behalf of said corporation by authority of its Board of Directors, that he acknowledged that the execution of the foregoing Railcar Lease Agreement was the free act and deed of the corporation.

(seal)

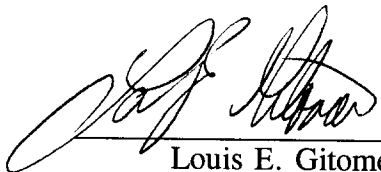

Signature of Notary Public

My Commission Expires: _____



CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Assignment and Assumption Agreement dated January 3, 1996, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", is written over a horizontal line.

Louis E. Gitomer
January 3, 1996